

# Berks & Bucks FA

## County Cup Adult Rules

### 2022-23

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#### Definitions

1 (A) In these rules:

“Affiliated Association” means an Association accorded the status of an Affiliated Association under the Rules of The FA.

“AGM” shall mean the Annual General Meeting held in accordance with the constitution of the Company.

“Board of Directors” means the Board of Directors of the Berks & Bucks Football Association Ltd.

“Club” means a Club for the time being in membership of the Competition.

“Company” means Berks & Bucks Football Association Limited

“Competition” means the Berks & Bucks FA County Cups.

“Competition Match” means any match played or to be played under the jurisdiction of the Competition.

“Contract Player” means any Player (other than a Player on a Scholarship) who is eligible to play under a written contract of employment with a Club.

“Deposit” means a sum of money deposited with the Competition as part of the requirements of membership of the Competition.

“Executive Office” means paid employees of Berks & Bucks Football Association Ltd

“Fees Tariff” means a list of fees approved by the Clubs at a General Meeting to be levied by the Berks & Bucks FA for any matters for which fees are payable under the Rules, as set out at Schedule A.

“Fines Tariff” means a list of fines approved by the Clubs at a General Meeting to be levied by the Berks & Bucks FA for any breach of the Rules, as set out at Schedule A.

“Ground” means the ground on which the Club’s Team(s) plays its Competition Matches.

“Management Committee” means the Committee elected to oversee the Competition.

“Match Officials” means the Referee, the Assistant Referees and any Fourth Official appointed to a Competition Match.

“Non-Contract Player” means any Player (other than a Player on a Scholarship) who is eligible to play for a Club but has not entered into a written contract of employment.

“Officer” means an individual who is appointed or elected to a position in a Club or Competition which requires that individual to make day to day decisions.

“Participant” shall have the same meaning as set out in the Rules of The FA from time to time.

“Player” means any Contract Player, Non-Contract Player or other player who plays or who is eligible to play for a Club.

“Playing Season” means the period between the date on which the first competitive fixture in the Competition is played each year until the date on which the last competitive fixture in the Competition is played.

“Rules” means these Rules under which the Competition is administered.

“Sanctioning Authority” means The Berks & Bucks Football Association Limited.

“Scholarship” means a Scholarship as set out in Rule C 3 (a) (i) of the Rules of The FA.

“Season” means the period of time between an AGM and the subsequent AGM.

“SGM” means a Special General Meeting held in accordance with the constitution of the Competition.

“Team” means a Team affiliated to a Club, including where a Club provides more than one (1) Team in the Competition in accordance with the Rules.

“The FA” means The Football Association Limited.

“WGS” means the Whole Game System and the procedures for the operation thereof as determined by The FA from time to time.

“Written” or “In Writing” means the representation or reproduction of words or symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- (B) Unless stated otherwise, terms referring to natural persons are applicable to both genders. Any term in the singular applies to the plural and vice-versa.

## Governance Rules

### Competition Name, Constitution

- 2 (A) The Competition shall be known as the “Berks & Bucks FA County Cups” or “The County Cups” (or such other name as the Competition may adopt).
- The Board of Directors may, at its absolute discretion, award the naming rights for any individual Cup or the Competition as a whole to a sponsor or agree to dedicate the naming of a Cup to the memory of an individual for their outstanding contribution to football in Berks & Bucks.
- (B) All Clubs affiliated to Berks & Bucks FA shall be deemed members of the Competition.
- (C) The administration of the Competition under these Rules shall be carried out by the Berks & Bucks FA acting (save where otherwise specifically mentioned herein) through the Management Committee and/or its employees in accordance with the Rules, Regulations and policies of The FA.
- (D) All Clubs shall adhere to the Rules. Every Club shall be deemed, as a member of the Competition to have accepted the Rules and to have agreed to abide by the decisions of the Berks & Bucks FA in relation thereto, subject to the provisions of Rule 6.
- (E) All Clubs shall be affiliated to the Berks & Bucks FA and their names and particulars shall be returned annually by the appointed date in a manner prescribed by the County FA and shall have a constitution approved by the County FA. Failure to comply with this Rule shall result in a fine in accordance with the Fines Tariff.
- (F) Inclusivity & Non-discrimination
- (i) The Competition and each Club shall be committed to promoting inclusivity and to eliminating all forms of discrimination and should abide and adhere to The FA Equality Policy and any legislative requirements (to include those contained in the Equality Act 2010).
- (ii) This Competition and each Club shall make every effort to promote equality by treating people fairly and with respect, by recognising that inequalities may exist, by taking steps to address them and by providing access and opportunities for all members of the community, irrespective of age, gender, gender reassignment, sexual orientation, marital status, race, nationality, ethnic origin, colour, religion or belief, ability or disability or otherwise.
- (iii) Any alleged breach of the Equality Act 2010 legislation shall be referred to the appropriate Sanctioning Authority for investigation.
- (G) Clubs shall comply with the provisions of any initiatives of The FA which are adopted by the Competition including, but not limited to, Charter Standard and RESPECT programmes. Failure to comply with this Rule shall result in a fine in accordance with the Fines Tariff.
- (H) All Participants shall abide by The Football Association Regulations for Safeguarding Children and Regulations for Safeguarding Adults at Risk as determined by The FA from time to time.

### Management of the Competition

- 3 (A) The financial control and strategic decision-making of the Competition shall be vested in the Board of Directors. This includes but is not limited to determining which individual Cups shall be competed for each season.
- (B) The day-to-day management of the Competition shall be vested in the Management Committee to make operational decisions arising out of the Competition which, within these rules, shall be deemed decisions of the Competition.

The Management Committee may appoint sub-committees and delegate such of their powers as they deem necessary. The decisions of all sub-committees shall be reported to the Management

Committee for ratification. The Management Committee shall have power to deal only with matters within the Competition and not for any matters of misconduct that are under the jurisdiction of The FA or Affiliated Association.

The Board of Directors and/or the Management Committee may further delegate such responsibility as they deem appropriate to the Berks & Bucks FA executive office to administer and coordinate the Competition on their behalf and to make decisions arising out of the Competition which, within these rules, shall be deemed decisions of the Competition.

- (C) (i) Members of the Management Committee (including the Chair) shall be appointed by the Board on the recommendation of the Nomination and Appointments Committee
  - (ii) Appointments shall be for a period of three years which may be extended by no more than two additional periods of three years
  - (iii) A member of the Berks & Bucks FA executive office shall be assigned as Secretary to the Management Committee and shall conduct business on behalf of the Committee.
- (D) The Management Committee shall meet as and when required, save that no more than three calendar months shall pass between each meeting.

On receiving a requisition signed by two-thirds (2/3) of the members of the Management Committee the Secretary shall convene a meeting of the Management Committee.

- (E) Each member of the Management Committee (or Sub Committee appointed thereof) shall have the right to attend and vote at all Committee meetings and have one vote thereat, but no member shall be allowed to vote on any matters directly appertaining to such member or to the Club so represented or where there may be a conflict of interest.

In the event of the voting being equal on any matter, the Chair of the Management Committee (or Sub Committee appointed thereof) shall have a second or casting vote.

- (F) The Management Committee shall have powers to apply, act upon and enforce these Rules and shall also have jurisdiction over all matters affecting the Competition. Any action by the Competition shall be taken within 28 days of the Competition being notified.

With the exception of **Rule 3(J)** for all alleged breaches of a Rule the Competition shall issue a formal written charge to the Club concerned. The Club charged shall be given seven days from the date of notification of the charge to reply. In such reply a Club may:

- (i) Accept the charge and submit in writing a case of mitigation for consideration by the Management Committee on the papers; or
- (ii) Accept the charge and notify that it wishes to put its case of mitigation at a hearing before the Management Committee; or
- (iii) Deny the charge and submit in writing supporting evidence for consideration by the Management Committee on the papers; or
- (iv) Deny the charge and notify that it wishes to put its case at a hearing before the Management Committee.

Where the Club charged fails to respond within seven days, the Management Committee shall determine the charge in such manner and upon such evidence as it considers appropriate.

Where required, hearings shall take place as soon as reasonably practicable following receipt of the reply of the Club as more fully set out above.

Having considered the reply of the Club (whether in writing or at a hearing), the Management Committee shall make its decision and, in the event that the charge is accepted or proven, decide on the appropriate penalty (with reference to the Fines Tariff where applicable).

No Participant under the age of 18 can be fined.

All breaches of the Laws of the Game, or the Rules and Regulations of The FA shall be dealt with in accordance with FA Rules by the appropriate Association.

- (G) All decisions of the Management Committee shall be binding subject to the right of appeal in accordance with **Rule 4**.  
Decisions of the Management Committee must be notified in writing to those concerned within 7 days.
- (H) 50% of its members shall constitute a quorum for the transaction of business by the Management Committee or any sub-committee thereof.
- (I) A Club must comply with an order or instruction of the Management Committee and must attend to the business and/or the correspondence of the Competition to the satisfaction of the Management Committee. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- (J) Subject to a Club's right of appeal in accordance with **Rule 4** below, all fines and charges must be paid within 14 days of the date of notification of the decision. Any Club failing to do so will be fined in accordance with the Fines Tariff. Further failure to pay the fine including the additional fine within a further 14 days will result in fixtures being withdrawn until such time as the outstanding fines are paid.
- (K) A member of the Management Committee appointed by the Competition to attend a meeting or Competition Match may have any reasonable expenses incurred refunded by the Competition.
- (L) The business of the Competition as determined by the Management Committee may be transacted by electronic mail.

#### **Protests, Claims, Complaints, Appeals**

- 4 (A) (i) All questions of eligibility, qualification of Players or interpretations of the Rules shall be referred to the Management Committee or a Sub-Committee duly appointed thereof.  
(ii) Objections relevant to the dimensions of the pitch, goals, flag posts or other facilities of the venue shall not be entertained by the Management Committee unless a protest is lodged with the Referee before the commencement of the Competition Match.
- (B) Except in cases where Management Committee decide that there are special circumstances, protests and complaints (which shall contain full particulars of the grounds upon which they are founded) shall be lodged with the Management Committee within three days (excluding Sundays) of the Competition Match or occurrence to which they refer. A protest or complaint shall not be withdrawn except by permission of the Management Committee. A member of the Management Committee who is a member of any Club involved shall not be present (except as a witness or representative of their Club) when such protest or complaint is being determined.
- (C) No protest of whatever kind shall be considered by the Management Committee unless the complaining Club shall have deposited with the County FA a sum in accordance with the Fees Tariff. This may be forfeited in whole or in part in the event of the complaining or protesting Club losing its case. The Competition shall have power to order the defaulting Club or the Club making a losing or frivolous protest or complaint to pay the expenses of the inquiry or to order that the costs to be shared by the parties.
- (D) All parties to a protest or complaint must receive a copy of the submission and must be afforded an opportunity to make a statement at least 7 days prior to the protest or complaint being heard.
  - (i) All parties must have received 7 days' notice of the hearing should they be instructed to attend.
  - (ii) Should a Club elect to state its case in person then it should indicate such when forwarding the written response.
- (E) The Management Committee shall also have power to compel any party to the protest to pay such expenses as the Management Committee shall direct.

(F) Any appeal against a decision of the Management Committee must be lodged with the Berks & Bucks FA within 14 days of the posting of the written notification of the decision causing the appeal, accompanied by a fee (as set out in the Fees Tariff), which may be forfeited in the event of the appeal not being upheld. The Berks & Bucks FA shall appoint an independent Appeal Board to consider the appeal. The procedure for the appeal shall be determined by the Appeal Board, in such respect the Appeal Board may (but is not obliged to):

- (i) invite submissions by the parties involved;
- (ii) convene a hearing to hear the appeal;
- (iii) permit new evidence; or
- (iv) impose deadlines as are appropriate.

Any appeal shall not involve a rehearing of the evidence considered by the Management Committee.

(G) All protests, claims or complaints relating to these Rules and appeals arising from a Player's contract shall be heard and determined by the Management Committee, or a sub-committee duly appointed by the Management Committee. The Clubs or Players protesting, appealing, claiming or complaining must send a copy of such protest, appeal, claim or complaint and deposit a fee (as set out in the Fees Tariff) which shall be forfeited in the event of the protest, appeal, claim or complaint not being upheld, and the party not succeeding may, in addition, be ordered to pay the costs at the direction of the Management Committee.

All such protests, claims, complaints and appeals must be received in writing by the Competition within 14 days of the event or decision causing any of these to be submitted.

### **Annual General Meeting**

5 (A) An AGM shall be held in accordance with the Articles of Association for the Berks & Bucks FA.

(B) At this meeting the following Competition business shall be transacted:

- (i) Alteration of Rules, if any (see **Rule 7**)
- (ii) Election of Officers of the Competition and the Management Committee members
- (iii) Fix the date for the commencement of the Playing Season and kick off times applicable to the Competition
- (iv) Fix the date for the end of the Playing Season
- (v) Other Competition-related business of which due notice shall have been given and accepted as being relevant to an AGM

### **Special General Meetings**

6 Upon receiving a requisition signed by two-thirds (2/3) of the Clubs in membership the Company Secretary shall call a SGM.

The Board of Directors may call a SGM at any time.

At least seven days' notice shall be given of a meeting under this Rule, together with an agenda of the business to be transacted at such meeting.

Each Club shall be empowered to send two delegates to all SGMs. Each Club shall be entitled to one vote only.

Any Club still active in the Competition which fails to be represented at a SGM shall be fined in accordance with the Fines Tariff.

Members of the Board of Directors shall be entitled to attend and vote at all SGMs.

## Alteration to Rules

- 7 Alterations shall be made to these Rules only at the AGM or at a SGM specially convened for the purpose called in accordance with **Rule 6**. Any alteration made during the Playing Season to these Rules shall not take effect until the following Playing Season.

Notice of proposed alterations to be considered at the AGM shall be submitted to the County FA by 1 February in each year. The proposals, together with any proposals by the Management Committee, shall be circulated to the Clubs by 1 May and any amendments thereto shall be submitted to the Secretary by 1 June. The proposals and proposed amendments thereto shall be circulated to Clubs with the notice of the AGM. A proposal to change a Rule shall be carried if 51% of those present, entitled to vote and voting are in favour.

A copy of the proposed alterations to Rules to be considered at the AGM or SGM shall be submitted to the County FA at least 28 days prior to the date of the meeting.

## Trophy

- 8 (A) The following agreement shall be signed on behalf of the winners of the Cup or trophy:-

“We (A) (name) and (B) (name), the Chairman and Secretary of FC (Limited), members of and representing the Club, having been declared winners of Cup or trophy, and it having been delivered to us by the Competition, do hereby on behalf of the Club jointly and severally agree to return the Cup or trophy to the Competition on or before 1<sup>st</sup> September. If the Cup or trophy is lost or damaged whilst under our care we agree to refund to the Competition the amount of its current value or the cost of its thorough repair.”

Failure to comply shall result in a fine in accordance with the Fines Tariff

- (B) At the close of each Competition 16 awards shall be made to the winners and runners-up.

Additional medals may be purchased by the relevant Clubs through the County FA.

- (C) Any Club which wins a Trophy and fails to affiliate with Berks & Bucks FA the following season the Trophy shall be returned to Berks & Bucks FA within 14 days of dissolution.

Failure to comply shall result in a fine in accordance with the Fines Tariff

## Insurance

- 9 (A) All Clubs shall have valid public liability insurance cover of at least £10 million at all times.

- (B) All Clubs shall have valid personal accident cover for all Players registered with them from time to time. The Players' personal accident insurance cover shall be in place prior to the Club taking part in any Competition Match and shall be at least equal to the minimum required cover determined from time to time by the Berks & Bucks FA.

Failure to comply with Rule 8 (A) or Rule 8 (B) shall result in a fine in accordance with the Fines Tariff.

## Participation Criteria – Adult Cups

### Application Process

- 10 (A) Applications for entry shall be conducted in accordance with the procedures and deadlines set annually by the Berks & Bucks FA and shall be accompanied by an Entry Fee in accordance with the Fees Tariff.
- (B) A Club shall not participate in this Competition until the Entry Fee has been paid.
- (C) The Management Committee may reject the entry of any Team or transfer the Entry to another Cup if they deem it appropriate.
- (D) A Club intending to withdraw prior to the draw for the Competition shall inform the Management Committee in writing.
- Thereafter, any Club intending to withdraw shall inform the Management Committee at least 7 days prior to the scheduled date of their next match.
- Failure to comply with this Rule shall result in a fine in accordance with the Fines Tariff.
- (E) Clubs failing to give a satisfactory reason for withdrawing shall be fined in accordance with the Fines Tariff. Illness, injury and/or shortage of players shall not be considered as sufficient reason for withdrawal.
- (F) No Club shall be entitled to a refund of its entry fee once the Competition has commenced.

### Eligibility of Teams

- 11 (A) All Cups shall be open to Clubs affiliated to the Berks & Bucks FA and competing in a League sanctioned by The Football Association or an Affiliated Association.
- Where the Management Committee decide it is in the interests of the development of the game, specific Competitions may be opened to affiliated Teams not otherwise participating in a sanctioned League.
- (B) (i) A Club whose parent County is the Berks & Bucks Football Association, but which is dual affiliated is permitted to enter another County's Cup Competition with the consent of the parent Association. In the event of a clash of fixtures the tie of the parent Association shall take precedence.
- (ii) Any Club not parented to the Berks & Bucks Football Association shall not be permitted to participate in the Competition with the following exceptions:
- (a) Affiliated and eligible disability Teams parented to another County FA shall be permitted to participate in Disability Competitions.
- (b) Affiliated and eligible Futsal Teams competing in a sanctioned Futsal League shall be permitted to participate in Futsal Competitions.
- (C) Clubs shall be eligible for individual Cups as follows:
- (i) **Saturday Men's Competitions:**
- Senior Cup:** Clubs whose highest-ranked Saturday Team plays in the Premier League, Football League or National League System
- Charles Twelftree Trophy:** Clubs whose highest-ranked Saturday Team plays in Leagues outside the National League System
- (ii) **Women's Competitions:**



**Women's Cup:** Clubs whose highest ranked Female Team plays at Tiers 1 – 6 of the Women's Pyramid

**Women's Trophy:** Clubs whose highest-ranked Female Team plays at Tier 7 of the Women's Pyramid

(iii) **Sunday Men's Competitions:**

**Sunday Cup:** Clubs whose highest-ranked Sunday Team plays in the top Division of a sanctioned Sunday League

**Sunday Trophy:** Clubs whose highest-ranked Sunday Team plays in any other Division of a sanctioned Sunday League

(iv) **Disability Competitions:** Teams playing in a sanctioned Disability League, or qualifying Teams affiliated to the Berks & Bucks FA

(D) Clubs may only enter one Team per category (i.e. one Saturday Men's Competition, one Women's Competition and one Sunday Men's Competition).

(E) Participation in the Senior Cup and Women's Senior Cup shall be mandatory for all eligible Clubs. Participation in all other Cups shall be optional for eligible Clubs.

Any Club wishing to obtain exemption from this Rule shall submit an application to the Management Committee in accordance with the procedures and deadlines set annually by the Berks & Bucks FA. Any request shall be accompanied by an exemption fee in accordance with the Fees Tariff.

### Format of the Competition

- 12 (A) With the exception of the Senior Cup and Women's Cup, the early stages of all Competitions shall be regionalised up to the Quarter Final Stage.
- (B) Where Qualifying Rounds are required, Byes shall be drawn by lots, save that the two Finalists from each Cup in the previous season's Competition shall be exempt until the First Round Proper.
- (C) Provisions relating to the Senior Cup:
- (i) Clubs playing at Steps 5 & 6 shall compete in Qualifying Rounds (if required), with Clubs playing at Steps 1 – 4 entering at the First Round Proper.
  - (ii) Clubs playing in the EFL and above shall enter the competition at the Quarter Final stage.

### Qualification of Players

- 13 (A) A Player is one who, being in all other respects eligible:
- (i) **Senior Cup and Saturday Trophy:** is registered with the Club for any Team participating in a sanctioned Saturday Men's League
  - (ii) **Women's Cup and Women's Trophy:** is registered with the Club for any Team participating in a sanctioned Women's League
  - (iii) **Sunday Cup and Sunday Trophy:** is registered with the Club for any Team participating in a sanctioned Sunday Men's League
  - (iv) **Disability Cups:** is registered as having a disability at the time of registration as per FA guidelines and is registered with the Club for any Team participating in a sanctioned Disability League
- (B) (i) Contract players, possessing the necessary qualifications under **Rule 13(A)** are only permitted to play in this Competition for the Club under which they are contracted or for a Team with

which they have a registered Loan Agreement in place, in accordance with The FA Regulations.

- (ii) It is the responsibility of each Club to ensure that any Player registered to the Club has, where necessary, the required International Transfer Certificate. Clearance is required for any Player aged ten and over crossing borders including Wales, Scotland and Ireland.
- (C) The Management Committee or Sub Committee as appointed shall decide all registration disputes.
- (D) It shall be a breach of Rule for a Player to play for more than one Club in the same Cup in the same Playing Season.
- (E) A player although possessing the necessary qualification under **Rule 13(B)** shall not be allowed to compete in the below Competitions if they have played in any one of the following Competitions
- (i) **Saturday Trophy:** played for any Club in the Senior Cup, or the FA Cup, FA Vase or FA Trophy after 30<sup>th</sup> September, in the current season
  - (ii) **Women's Trophy:** played for any Club in the Women's Cup or the Women's FA Cup after 30<sup>th</sup> September in the current season
  - (iii) **Sunday Trophy:** played for any Club in the Senior Cup or Sunday Cup, or the FA Cup, FA Vase or FA Trophy after 30<sup>th</sup> September, in the current season
- (F) All Clubs shall keep a list of the Players it registers and a record of all matches in which those Players have played for the Club, and shall produce such records upon demand by the Management Committee
- (G) A Player shall not be eligible to play for a Team in any final unless the Player has played at least one Match for that Club in the relevant Competition category in the current Playing Season and was registered with that Club before 1st March.
- Failure to comply with this Rule shall result in a fine in accordance with the Fines Tariff.
- (H) Where a Club is found to have played an ineligible Player in accordance with **Rule 13** the Management Committee or Sub Committee as appointed may, at its discretion:
- (i) Award the game in the Competition Match in question to the opponents, subject to the Competition Match not being ordered to be replayed; or
  - (ii) Order that such Competition Match or Matches be replayed (on such terms as are decided by the Management Committee or Sub Committee as appointed)

Where a player has been found ineligible this may result in a fine in accordance with the Fines Tariff.

The Management Committee as appointed may vary the sanction set out at **Rule 13(H)(i)** only in circumstances where the ineligibility is due to the failure to obtain an International Transfer Certificate or where the ineligibility is related to the Player's status.

- (I) Where a match is postponed, drawn or abandoned, only those players who were qualified on the original scheduled date shall be eligible to play in the rearranged fixture except a player who has been suspended may play after the term of suspension has expired.
- (J) The following clause applies to Competitions involving Players in full-time secondary education:  
Priority shall be given at all times to school and school organisation's activities. Failure to comply with this Rule shall result in a fine in accordance with the Fines Tariff.
  - (i) The availability of children shall be cleared with the Head Teachers (except for Sunday Leagues Competitions).
  - (ii) To play open age football the player shall have achieved the age of sixteen (16).

## Match Related Rules – Adult Cups

### Club Colours

- 14 (A) Every Club shall register the colour of its shirts and shorts in accordance with annual affiliation deadlines set by the Berks & Bucks FA.
- (B) Goalkeepers shall wear colours which distinguish them from all other Players and the Match Officials.
- (C) No Player, including the goalkeeper, shall be permitted to wear black or very dark shirts.
- (D) Any Team not being able to play in its normal colours as registered with the Competition shall notify its opponents the colours in which they shall play (including the colours of the goalkeepers jersey) at least five days before the Competition Match.
- (E) If, in the opinion of the Referee, two Teams have the same or similar colours, the Home Team shall make the change, except the Senior Cup where it is the responsibility of the Away Team. Should a Team delay the scheduled time of kick off for a Competition Match by not having a change of colours they shall be fined in accordance with the Fines Tariff.
- (F) In the Final of the Competition, if the colours are similar, both Teams shall change. In the event of Clubs not agreeing upon the colours to be worn by their respective Teams, the Management Committee, or in an emergency, an official of the Berks & Bucks FA attending in an official capacity shall decide in consultation with the Referee.
- (G) Shirts shall be numbered, failing which a fine shall be levied in accordance with the Fines Tariff.
- (H) No change of numbers during the match shall be allowed except on a change of goalkeeper or where a player has been required by the Referee to change their shirt because of blood injury.

### Venue requirements

- 15 (A) All matches shall be played within the boundaries of the County Association of Berks & Bucks unless there are exceptional circumstances which have been approved by the Management Committee.
- (B) Clubs must take all reasonable precautions to keep their Grounds in a playable condition. All Competition Matches shall be played on pitches deemed suitable by the Management Committee. If through any fault of the home Team a match has to be replayed, the Management Committee shall have power to order the venue to be changed.
- (C) The Management Committee shall have power to decide whether a pitch and/or facilities are suitable for Competition Matches and to order the Club concerned to play its Competition Match(es) on another ground.
- (D) Football Turf Pitches (3G) are allowed in this Competition provided they meet the required performance standards and are listed on the FA's Register of Football Turf Pitches. All Football Turf Pitches used must be tested (by a FIFA accredited test institute) every three years and the results passed to The FA. The FA will give a decision on the suitability for use and add the pitch to the Register.
- (E) The home Club is responsible for advising Participants of footwear requirements when confirming match arrangements in accordance with [Rule 15\(J\)](#).
- (F) The home Team must provide goal nets, corner flags and at least two footballs fit for play and the referee shall make a report to the Management Committee if the footballs are unsuitable. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

- (G) The Home Club shall provide suitable dressing room accommodation for both Teams, Match Officials each with suitable washing or showering and toilet facilities.
- (H) At grounds where a designated technical area exists, the number of Players and Officials seated on the Team benches shall not exceed nine per Club.
- (I) The Visiting Club may appeal against the suitability of the Home Clubs ground stating the reasons within three days of the intimation of the Draw to the Management Committee.
- (J) An Officer of the Home Club shall give notice of full particulars of the location of, and access to, the Ground and time of kick-off to the Match Officials, an Officer of the opposing Club and any official of the Berks & Bucks FA due to attend in an official capacity at least five clear days prior to the playing of the match. If not so provided, the Away Club shall seek such details and report the circumstances to the Competition. Failure to comply with this Rule shall result in a fine in accordance with the Fines Tariff.
- (K) Provisions relating to the Senior Cup:
  - (i) In the Senior Cup each Club competing shall have a totally enclosed ground and the playing area shall be enclosed by a permanent fixed barrier. No Matches are permitted to be played behind closed doors.

### **Matchday Arrangements**

- 16 (A) All Competition Matches shall be played in accordance with the Laws of the Game as determined by the International Football Association Board, FIFA or The FA.
- (B) All Senior Cup and Women's Senior Cup Matches shall have a duration of 90 minutes.
- All other Competition Matches shall have duration of 90 minutes unless a shorter time (not less than 60 minutes) is mutually arranged by the two Clubs in consultation with the Referee prior to the commencement of the match, and in any event shall be of equal halves.
- (C) The Management Committee shall decide the scheduled day and date on which each round shall be played and for arranging the pairing of Clubs to compete in each round. Clubs shall be notified of the draw not less than 21 days prior to the scheduled date of the round wherever possible.
- With the exception of the Senior Cup, in each tie before the Final Tie the match shall be played on the ground of the Club first drawn, unless otherwise mutually agreed, and the consent of the Management Committee obtained.
- Any dispute between both Teams on a change of ground to a neutral pitch whereby any increase in the cost of hire of the pitch takes place, the final decision shall be made by the Management Committee of the suitability of the venue and cost.
- (D) All Competition Matches shall be played on the dates originally fixed except by permission of the Management Committee.
- All other matches shall be considered secondary.
- Failure to comply with this Rule shall result in a fine in accordance with the Fines Tariff.
- (E) In the case of a revised fixture date, the Clubs shall be given by the Management Committee five clear days' notice of the match (unless otherwise mutually agreed).
- (F) Matches shall kick-off at the normal kick-off time for the Home Club except that no match shall kick-off before 10.00am, except with permission of the Management Committee.
- No match shall kick-off after 3.00pm, or after 1.30pm between November and March, except where floodlights are available, or with the permission of the Management Committee.
- Except with the discretion of the Referee, no game shall start 30 minutes after the scheduled kick off time.

- (G) The times of kick-off shall be fixed by the Management Committee and shall only be altered by the mutual consent of the two competing Clubs prior to the scheduled date of the Competition Match with written notification given to the Management Committee at least seven days prior.
- (H) Referees shall order matches to commence at the appointed time and shall report all late starts to the Management Committee.
- (I) The half time interval shall be of 10 minutes' duration, but it shall not exceed 15 minutes. The half time interval may only be altered with the consent of the Referee.
- (J) Where a match has resulted in a draw at full time the match shall be decided by the taking of kicks from the penalty mark in accordance with International Board recommended procedures.

For clarification, Extra Time will not be played in this Competition.

Should a match not be concluded in accordance with this rule the Management Committee shall be empowered to order it be replayed in its entirety.

- (K) (i) In the event of a Club failing to keep its engagement the Management Committee shall have power to
  - impose a fine in accordance with the Fines Tariff
  - award the game in question to the opponents
  - order the defaulting Club to pay any reasonable expenses incurred by the opponents or
  - otherwise deal with them except the award of goals.

The Management Committee shall have power to order a Competition Match to be played on a neutral ground or on the opponent's Ground if they are satisfied that such action is warranted by the circumstances.

The Management Committee shall be empowered to order the match to be played as originally drawn or upon the ground of a neutral Club or upon the ground of the opposing Club. The first drawn Club shall meet the costs.

If a match as originally drawn is postponed on two occasions, the Management Committee may order the match to be played on the opposing Clubs ground. Any neutral ground costs to be equally shared between both Clubs. The first drawn Club shall pay the ground costs of the original tie. The second drawn Club shall pay the ground costs of the tie should it be postponed twice and moved to their ground.

- (ii) Any Club unable to fulfil a fixture or where a Competition Match has been postponed for any reason shall, without delay, give notice to the Management Committee, the Secretary of the opposing Club, the Match Officials and any official of the Berks & Bucks FA due to attend in an official capacity.
- (iii) In the event of a Competition Match not being played or abandoned owing to causes over which neither Club has control, it should be played in its entirety on the same ground within 14 days of the date of the original fixture.

If a date for the rescheduled fixture has not been agreed within two days of the original fixture, the Management Committee shall set the date and provide notice to both Clubs in accordance with [Rule 16\(G\)](#).

Failure to comply with this Rule shall result in a fine in accordance with the Fines Tariff.

- (iv) The Management Committee shall review all Competition Matches abandoned in cases where it is consequent upon the conduct of either or both Teams.

Where it is to the advantage of the Competition and does no injustice to either Club, the Berks & Bucks FA or Sub Committee as appointed shall be empowered to order the score at the time of the abandonment to stand.

In all cases where the Berks & Bucks FA or Sub Committee as appointed are satisfied that a Competition Match was abandoned owing to the conduct of one Team or its Club member(s) they shall be empowered to award the game for the Competition Match to the opponent.

In cases where a Competition Match has been abandoned owing to the conduct of both Teams or their Club member(s), the Berks & Bucks FA or Sub Committee as appointed shall Rule that neither Team shall be awarded the game for that Competition Match and it shall not be replayed.

No fine(s) can be applied by the Management Committee for an abandoned Competition Match.

- (v) The Management Committee shall review any Competition Match that has taken place where either or both Teams were under a suspension imposed upon them by The FA or Affiliated Association.

In each case the Team that was under suspension would be dealt with in the same manner as if they had participated with ineligible players in accordance with **Rule 13(H)(i)** above.

Where both Teams were under suspension the game shall be declared null and void and shall not be replayed.

- (L) Provisions relating to the Senior Cup:

- (i) Matches shall be played wholly under floodlit conditions with a 7.30pm or 7.45pm kick off as mutually agreed between competing Clubs in all rounds (if required), except the qualifying rounds which may be played on a Saturday as requested by competing Clubs.
- (ii) Clubs playing in the EFL or Premier League shall be seeded in the Quarter Final draw and drawn away from home in all rounds, except where drawn against each other in which case the Club drawn first shall be considered the "Home" side and shall be responsible for securing an appropriate venue.

- (M) Provisions relating to the Women's Cup and Women's Trophy:

- (i) Matches shall ordinarily be played on Sundays but may be played on other days with the agreement of both Clubs and the Management Committee.

- (N) With the exception of Disability Competitions, the minimum number of Players that shall constitute a Team for a Competition Match is seven.

Failure to comply with this Rule shall result in a fine in accordance with the Fines Tariff

- (O) A Club may at its discretion and in accordance with the Laws of the Game use substitute Players in any Competition Match. A Club may name up to five substitute players of whom not more than five may be used.

In the Senior Cup and Women's Cup where return substitutes are not allowed, a Club may use up to five from five substitute Players in a Competition Match.

In all other adult Cup Competitions, a player who has been substituted himself becomes a substitute and may replace a player at any time subject to the substitution being carried out in accordance with Law 3 of the Laws of Association Football.

A Player who has been named as a substitute before the start of the Competition Match but does not actually play in that game shall not be considered to have been a Player in that Competition Match within the meaning of **Rule 13** of these Competitions.

- (P) The Teams taking part in a Competition Match shall identify a Team captain who shall wear an armband and shall have a responsibility to offer support in the management of the on-field discipline of his/her Teammates.

Failure to comply shall result in a fine in accordance with the Fines Tariff.

- (Q) Both competing Clubs shall submit official Team Sheets to the Referee and to a representative of the opposing Club in the presence of the Referee in his dressing room at least 30 minutes prior to the scheduled kick-off time in the Senior Cup, Women's Cup, and Sunday Cup and at least 15 minutes prior in all other Competitions.

Players' names shall correspond with the numbers worn by the players.

Failure to comply shall result in a fine in accordance with the Fines Tariff.

Any Club which alters the composition of its Teams or changes the numbers of players after the Team Sheets have been handed over shall receive a fine in accordance with the fines tariff.

- (R) The "FA Respect Handshake" shall take place prior to the commencement of any match in the Competition. Any Club failing to take part in a handshake without reasonable cause shall result in a fine in accordance with the Fines Tariff.
- (S) If it is not possible to conclude a Competition before 30 June, that Competition shall be declared null and void and the trophy shall not be awarded.

### **Reporting Results**

- 17 (A) The Management Committee shall receive within two days of the date played, the result of each Competition Match in the prescribed manner. This shall include the forename(s) and surname of the Team Players (in block letters). Failure to comply with this Rule shall result in a fine in accordance with the Fines Tariff.
- (B) Both Clubs shall SMS/email/notify the result of each Competition Match to the Management Committee by two hours after the conclusion of the match. Failure to comply with this Rule shall result in a fine in accordance with the Fines Tariff.
- (C) The match result notification, correctly completed, shall be signed by an Officer of the Club, or as prescribed by the Competition. Failure to comply with this Rule shall result in a fine in accordance with the Fines Tariff

### **Proceeds of Matches – Financial Arrangements**

- 18 (A) All persons shall pay for admission to the Ground, Enclosures and Stand in accordance with advertised entry fees, unless they are players or officials of the Clubs who are playing in or are carrying out duties in connection with the match on behalf of the County FA.
- (B) The Home Club shall make arrangements for an official of the Visiting Club to check and agree the Gate Receipts and Sale of Tickets or collection before the conclusion of the match.
- (C) The Management Committee shall decide, in each case where they order a match to be replayed, because of a breach of the Rules, or where a match was not played upon the date fixed because one or both Clubs were at fault, whether to withhold part or the whole of the Gate Receipts of the replayed or re-arranged match from either or both Clubs, and also decide what proportion of the expenses of the match shall be borne by one or both of the Clubs. Where the Management Committee decides to withhold a part or whole of the Gate Receipts the sum withheld shall be taken by the Association.
- (D) The Gate Receipts, where taken, shall be equally divided between the two competing Clubs after deduction of expenses of the match as hereinafter stated. A full Statement of Receipts and Expenditure with a remittance in settlement shall be sent to the Secretary of the Visiting Club within seven days of the match. A copy of the said Statement shall be sent at the same time to the Management Committee. Failure to comply with this Rule shall result in a fine in accordance to the Fines Tariff.
- (E) Provisions relating to the Senior Cup:

- (i) The following expenses in connection with the match shall be paid from the Gate Receipts:
- Expenses of the Visiting Club (see below)
  - Referee, Assistant Referees and Fourth Official Fees
  - Advertising, Printing & Postage
  - Hire of Police or stewarding
  - Floodlights (not exceeding £50.00)

In all rounds match expenses shall include travel expenses, actually incurred, which shall not exceed £3.00 per coach mile. If private cars are used, then the expenses which can be claimed shall be for a maximum of five cars at £0.40 per mile. Travelling expenses for the Visiting Club are to be calculated on a direct route from the Club Headquarters.

- (ii) The cost of preparing the ground or protecting the ground from inclement weather or the cost of removal of snow or ice shall be borne by the Home Club and shall not be admissible as a deduction from the Gate Receipts of the match.
- (iii) Where the Gate Receipts are insufficient to meet the costs of the expenses of the match, as defined in [Rule 18\(E\)\(i\)](#), any deficit shall be equally shared by the two competing Clubs.
- If Gate Receipts are not taken the two competing Clubs shall cover their own specific match expenses.
- (iv) The Home Club may arrange for tickets of admission to be provided for sale prior to the day of the match. The expenses of the distribution and sale of the tickets shall not be admissible as an expense of the match under [Rule 18\(E\)\(i\)](#).
- (v) Where a match is postponed for reasons for which neither Club is at fault, any expenses incurred under [Rule 18\(E\)\(i\)](#) shall be charged against the Match Receipts of the rearranged match.

(F) Provisions relating to all other Adult Cups:

- (i) The following expenses in connection with the match shall be paid by the Home Club:
- Referee, Assistant Referees and Fourth Official Fees (if appointed)
  - Advertising, Printing & Postage
  - Hire of Police or stewarding
  - Floodlights (not exceeding £50.00)
- (ii) The following expenses in connection with the match shall be paid by the Visiting Club:
- Travel and any other associated expenses
- (iii) In all matches arranged by the County FA under [Rule 20](#) the whole of the proceeds shall be taken by the County FA, who shall be responsible for the payment of the expenses of the match

### Match officials

- 19 (A) Registered Referees (and Assistant Referees where approved by The FA or County FA) for all Competition Matches shall be appointed in a manner approved by the Berks & Bucks FA as follows:
- (i) In all Competitions except the Senior Cup and Women's Cup, the Home Team's parent League shall appoint Referees for all Rounds up to (but not including) the Quarter Finals, except where the Home Team is a member of a League not sanctioned by the Berks & Bucks FA, in which case the Management Committee shall appoint the Referee.



- (ii) The Management Committee shall appoint the Referee and Assistant Referees for all rounds of the Senior Cup and Women's Senior Cup.
  - (iii) The Management Committee shall appoint the Referee and Assistant Referees for all Competitions from the Quarter Final stage onwards in addition to a Fourth Official for all Final Ties.
  - (iv) All appointed Referees and Assistant Referees must be registered with the Berks & Bucks FA for the current season and be of an appropriate Level.
  - (v) Precedence of Appointment in the Competition
    - a. Senior Cup:  
The appointment of a Referee or Assistant Referees to officiate shall take precedence over all appointments except those made by The Football Association, The Premier League and The Football League.
    - b. All other Adult Cups:  
The appointment of a Referee or Assistant Referees to officiate shall take precedence over all appointments except those made by The Football Association, The Premier League, The Football League, Panel Leagues, Contributory Leagues and Supply Leagues.  
Appointments as a Referee or Assistant Referee in the Semi-Finals and Final shall take precedence over all appointments except those made by The Football Association, The Premier League and The Football League.
- (B) The appointed Officials shall report to the match venue at least one hour prior to the scheduled time of kick-off.
- In the event of the non-appearance of the appointed Referee the appointed senior Assistant Referee shall take charge and a substitute Assistant Referee appointed by the competing Teams.
- In cases where there are no officially appointed Match Officials in attendance, the Clubs shall agree upon a Referee. An individual thus agreed upon shall, for that Competition Match, have the full powers, status and authority of a registered Referee.
- Individuals under the age of 16 shall not participate either as a Referee or Assistant Referee in any Competition Match.
- (C) Where Assistant Referees are not appointed each Team shall provide a Club Assistant Referee. Failure to comply with this Rule shall result in a fine in accordance with the Fines Tariff.
- (D) The appointed Referee shall have power to decide as to the fitness of the Ground in all Competition Matches and that decision shall be final, subject to the determination of the Local Authority or the owners of a Ground, which shall be accepted.

- (E) Subject to any limits/provisions laid down by the Sanctioning Authority, Match Officials appointed under this Rule shall be entitled to the following fees. These fees are inclusive of travelling expenses.

<b>Competition</b>	<b>Referee Fee</b>	<b>Assts &amp; 4<sup>th</sup> Fee (Each To Receive)</b>
Senior Cup	£68	£38
Women's Cup	£50	£35
Men's Trophy	£46	£33
Women's Trophy	£46	£33
Sunday Cup	£46	£33
Sunday Trophy	£46	£33
Adult Disability Cups	£50 (Day)	N/A

- (F) Payment of Match officials:

- (i) Senior Cup:

Fees shall be paid from the Gate Receipts, where taken, or otherwise be borne by the Home Club and shall be paid in the Referee's Dressing Room within 15 minutes of the completion of the match.

- (ii) Women's Cup:

Fees to be shared equally by both Clubs and paid by the Home Club in the Referee's Dressing Room within 15 minutes of the completion of the match.

- (ii) All other Adult Cups:

When a Referee and Assistant Referees are appointed the fees shall be shared equally by both Clubs and paid in the Referee's Dressing Room at the same time as handing over the official Team Sheet as detailed in [Rule 16\(Q\)](#).

Failure to comply with this Rule shall result in a fine in accordance with the Fines Tariff.

- (G) In the event of a Competition Match not being played because of circumstances over which the Clubs have no control, the Match Officials, if present, shall be entitled to full fee.

Where a Competition Match is not played owing to one Club being in default, that Club shall be ordered to pay the Match Officials, if they attend the Ground, their full fee.

Failure to comply with this Rule shall result in a fine in accordance with the Fines Tariff.

- (H) A Referee or Assistant Referee not keeping his or her engagement, and failing to give a satisfactory explanation as to their non-appearance, may be reported to the Affiliated Association with which he or she is registered.

- (I) Each Club shall, in a manner prescribed by the Management Committee, award marks to the Referee for each Competition Match and the name of the Referee and the marks awarded shall be submitted to the Management Committee on the prescribed form provided.

Failure to comply with this Rule shall result in a fine in accordance with the Fines Tariff.

- (J) The Referee shall submit a report form, supplied by the Management Committee, giving the result of the Competition Match and the time of kick-off to the Management Committee within two days of the Competition Match.

- (K) Referees have choice of colours between, black, turquoise or pink shirts that may be worn in our Competition Matches. The below conditions shall be adopted:
- Where Assistant Referees are appointed, all Match Officials shall wear the same colour; if they cannot, they shall revert back to black.
  - The cost of the coloured shirt shall sit with the Referee.
  - If there is a colour clash with the Teams in turquoise or pink, the Referee shall wear black.

### **Specifics of the Final Tie**

20 The following provisions for the Final Tie shall apply

- (A) The Management Committee shall fix the ground, date, time of kick-off and shall have direct control over all arrangements.
- (B) For the Final tie each Club shall select a squad of players that the Team shall be selected from and sent by Email to their opponents and Management Committee seven days prior to which the match is due to take place.

Any Club wishing to object to any player on the list shall do so by Email to the Management Committee not less than five days prior to which the match is due to take place.

- (C) In the event of scores being level after 90 minutes the match shall be decided by the taking of kicks from the penalty mark in accordance with International Board recommended procedures.
- (D) (i) In the Senior Cup a Club on whose ground the match is played shall receive £400.00 or 10% of the gate receipts, whichever is greater, plus any special expenditure on the preparation and equipment of the ground as shall have been previously authorized by the Berks & Bucks FA.
- (ii) In the Women's Cup, Men's Trophy and Sunday Cup, a Club upon whose ground the match is played shall receive 10% of the gate receipts plus any special expenditure on the preparation and equipment of the ground as shall have been previously authorized by the Berks & Bucks FA.
- (iii) In all other Competitions the Club hosting the Final Tie shall receive payment from Berks & Bucks FA to cover the expenses of the Club for hosting the Final Tie as agreed with the Berks & Bucks FA prior to the fixture taking place.

## Fees Tariff

Rule Number	Description	Maximum Fee
4(C)	Protest Fee	£35
4(F)	Appeal Fee	£50
4(G)	Protest Fee – Player Contract	£35
10(A)	Team Annual Entry Fee	£10
11(E)	Exemption Fees	
	Senior Cup	£750
	Women’s Cup	£100
	All other Cups	£0

## Fines Tariff

Rule Number	Description	Maximum Fee
2(E)	Failure to Affiliate	£10
2(G)	Failure to Comply with FA Initiatives	£25
3(I)	Failure to Comply with an Instruction of the Management Committee	£10
3(J)	Failure to Pay a Fine Within Required Timeframe	£10
6	Failure to attend SGM	£25
8(A)	Failure to Submit the Required Written Agreement Regarding the Trophy	£25
8(C)	Failure to Return Trophy Within 14 Days of Dissolution	
	Senior Cup, Women’s Cup, Sunday Cup	£100
	All Other Cups	£50
9(A) & (B)	Failure to Have the Required Insurance	£25
10(D) & (E)	Withdrawal Fine	
	Senior Cup	£750
	Women’s Senior Cup, Sunday Cup	£100
	All Other Cups	£50
13(G)	Playing a player in any final who has not played one game before 1 <sup>st</sup> March	£25
13(H)	Playing an ineligible player	£100
13(J)	Failure to comply with School activity	£25
14(E)	Delaying kick off due to no change of colours	£25
14(G)	Failure to number shirts	£25
15(F)	Failure to supply adequate equipment	£25
15(J)	Failure to provide details of a fixture	£25
16(D)	Failure to play fixture on scheduled date	£50
16(K)(i)	Failure to play fixture	£100

16(K)(iii)	Failure to play rescheduled fixture on scheduled date	£25
16(N)	Playing match with less than required number of players	£25
16(O)	Failure to identify Captain with an armband	£10
16(Q)	Failure to submit team sheet Senior Cup, Women's Cup, Sunday Cup All other competitions	£50 £25
16(Q)	Altering team sheet Senior Cup, Women's Cup, Sunday Cup All other competitions	£50 £25
16(R)	Failure to complete FA Respect handshake	£20
17 (A)/(B)/(C)	Failure to provide result	£25
18(D)	Failure to provide expense sheet Senior Cup, Women's Cup, Sunday Cup All other competitions	£100 £50
19(C)	Failure to provide club assistant referee	£25
19(F)/(G)	Failure to pay match officials' fees and expenses	
19(I)	Failure to provide referee's mark	£25